

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

DAVITA M. KEY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2:19-CV-767-ECM
	)	
HYUNDAI MOTOR MANUFACTURING,	)	
ALABAMA, LLC; HYUNDAI ENG	)	
AMERICA, INC.; and DYNAMIC	)	
SECURITY, INC.	)	
	)	
	)	
Defendants.	)	

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**EXHIBIT G TO**

**PLAINTIFF'S OBJECTIONS TO HYUNDAI MOTOR MANUFACTURING,  
ALABAMA, LLC'S DEPOSITION DESIGNATIONS**

**RAY CURETON**

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Case	Key, Davita
Issue Code	HMMA Designation

CURETON, RAY 8/30/22 VOL 1			
1	017:01 - 017:03	017:01	MR. REDMOND: Object to the form.
		02	MS. BROWN: Object to the form.
		03	MR. MILLER: Same objection.
2	017:13 - 017:15	017:13	MR. REDMOND: Object to the form.
		14	MS. BROWN: Same objection.
		15	MR. MILLER: Same objection.
3	031:05 - 031:06	031:05	MS. BROWN: Object to the form.
		06	MR. MILLER: Object to the form.
4	045:20 - 045:22	045:20	MS. BROWN: Object to the form.
		21	MR. REDMOND: Object to the form.
		22	MR. MILLER: Object to the form.
5	047:07 - 047:07	047:07	MS. BROWN: Object to the form.
6	054:04 - 054:04	054:04	MS. BROWN: Object to the form.
7	058:20 - 058:23	058:20	MS. BROWN: Object to the form.
		21	A. The only thing I can think of --
		22	MR. MILLER: Object to the form.
		23	MR. REDMOND: Same objection.
8	062:10 - 062:11	062:10	MS. BROWN: Object to the form.
		11	MR. MILLER: Object to the form.
9	062:17 - 062:20	062:17	MS. BROWN: Object to the form.
		18	MR. MILLER: Object to the form.
		19	MR. REDMOND: Same objection to the
		20	form.
10	069:19 - 069:21	069:19	MS. BROWN: Object to the form.
		20	A. Yes, it is.
		21	MR. MILLER: Object to the form.
11	072:10 - 072:12	072:10	MS. BROWN: Object to the form.
		11	MR. MILLER: Object to the form.
		12	MR. REDMOND: Same objection to form.
12	072:16 - 072:18	072:16	MS. BROWN: Object to the form.
		17	MR. MILLER: Object to the form.
		18	MR. REDMOND: Object to the form.
13	073:05 - 073:07	073:05	MS. BROWN: Object to the form.
		06	MR. MILLER: Object to the form.

		07	MR. REDMOND: Object to the form.
14	075:10 - 075:12	075:10 11 12	MR. MILLER: Object to the form. MS. BROWN: Object to the form. MR. REDMOND: Same objection.
15	075:18 - 075:20	075:18 19 20	MR. MILLER: Object to the form. MS. BROWN: Object to the form. MR. REDMOND: Objection to form.
16	076:03 - 076:03	076:03	MS. BROWN: Object to the form.
17	076:05 - 076:05	076:05	MR. MILLER: Object to form.
18	076:20 - 076:20	076:20	MS. BROWN: Object to the form.
19	078:04 - 078:06	078:04 05 06	MS. BROWN: Object to the form. MR. MILLER: Object to the form. MR. REDMOND: Object to the form.
20	079:23 - 080:02	079:23 080:01 02	MS. BROWN: Object to the form. MR. MILLER: Object to the form. MR. REDMOND: Same objection.
21	080:15 - 080:17	080:15 16 17	MR. MILLER: Objection to form. MS. BROWN: Object to the form. MR. REDMOND: Objection.
22	082:04 - 082:04	082:04	MS. BROWN: Object to the form.
23	084:23 - 085:02	084:23 085:01 02	MS. BROWN: Object to the form. MR. MILLER: Object to the form. MR. REDMOND: Same objection.
24	090:10 - 090:11	090:10 11	MS. BROWN: Object to the form. MR. MILLER: Object to the form.
25	090:21 - 090:23	090:21 22 23	MS. BROWN: Object to form. MR. MILLER: Object to form. MR. REDMOND: Objection to form.
26	091:19 - 091:20	091:19 20	MS. BROWN: Object to the form. MR. MILLER: Object to the form.
27	094:20 - 095:03	094:20 21 22 23 095:01 02 03	A. I think, if that's the case. Again, I may be mistaken about that. So I did interview -- THE REPORTER: Say that again. THE WITNESS: I'm sorry. I know you have to write down everything I say. I've been mumbling. I'm sorry. I did interview Ms. Keys.
28	101:23 - 102:06	101:23 102:01	Q. It could be. When would it not be? A. I guess ultimately when it didn't

		02	happen. I mean, you could take somebody's word
		03	or somebody's statement or somebody's
		04	off-the-cuff remark or even a remark like this in
		05	this e-mail and make much more of it than it
		06	actually was. We did offer her other positions.
29	104:10 - 104:12	104:10	MS. BROWN: Object to the form.
		11	MR. MILLER: Object to the form.
		12	MR. REDMOND: Same objection to form.
30	123:08 - 123:08	123:08	MS. BROWN: Object to the form.
31	123:17 - 123:19	123:17	MS. BROWN: Object to the form.
		18	MR. REDMOND: Object to the form.
		19	MR. MILLER: Object to the form.
32	127:02 - 127:02	127:02	MS. BROWN: Object to the form.
33	130:19 - 130:23	130:19	Q. Who was Dynamic's lead client contact
		20	with respect to Ms. Key's assignment?
		21	A. At Hyundai?
		22	Q. Your lead client contact, yes, sir.
		23	A. Ms. Williams, Cassandra Williams.
34	131:16 - 133:15	131:16	(Defendant's Exhibit 3 was marked for
		17	identification and a copy of same is attached
		18	hereto.)
		19	MS. BROWN: If you'll pass that copy
		20	to him.
		21	Q. (BY MS. BROWN:) Do you know Ms.
		22	Williams' signature?
		23	A. I've seen it many times, yes.
		132:01	Q. Is this Ms. Williams' signature?
		02	A. It is.
		03	Q. And what this is is it's a sworn
		04	declaration of Ms. Williams, and she states, As
		05	of the date executed, May 8th, 2019, that she was
		06	employed by Hyundai Engineering America, Inc.,
		07	and was also employed by them in July and August
		08	of 2017. Do you see that?
		09	A. I do.
		10	Q. Do you have any reason to dispute
		11	that, those dates?
		12	A. I do not.
		13	Q. I am not now or have I ever been
		14	employed by Hyundai Motor Manufacturing Alabama,
		15	LLC. Do you see that?

		<p>16 A. I do.</p> <p>17 Q. Do you have any basis to dispute that</p> <p>18 statement?</p> <p>19 A. I do not.</p> <p>20 Q. Do you have any basis to say that Ms.</p> <p>21 Williams was employed by HMMA, my client?</p> <p>22 MS. PALMER: Object to the form.</p> <p>23 A. Can you repeat it? I didn't hear</p> <p>133:01 you.</p> <p>02 Q. Yes. Do you have any basis to say</p> <p>03 that Ms. Williams was employed by HMMA, my</p> <p>04 client?</p> <p>05 MS. PALMER: Object to the form.</p> <p>06 A. Not legally, so no.</p> <p>07 Q. Are you a lawyer?</p> <p>08 A. No.</p> <p>09 Q. Have you studied corporate law?</p> <p>10 A. I have not.</p> <p>11 Q. Have you studied employment law?</p> <p>12 A. I do not.</p> <p>13 Q. Do you have any basis to say that Ms.</p> <p>14 Williams was employed by HMMA?</p> <p>15 A. No.</p>
35	143:18 - 144:20	<p>143:18 Did you have any other customer or</p> <p>19 client contact at the HMMA physical location</p> <p>20 other than Ms. Williams?</p> <p>21 A. There -- she was the only contact</p> <p>22 that I really dealt with. I mean, I knew some</p> <p>23 people out there, but no, she was the one I dealt</p> <p>144:01 with when it came to Dynamic Security issues.</p> <p>02 Q. Right. When it came to business</p> <p>03 issues, requests for changes, raises, et cetera,</p> <p>04 Ms. Williams was going to be the contact point,</p> <p>05 correct?</p> <p>06 A. That's correct. At my level. Now,</p> <p>07 when you get above that, there's other folks</p> <p>08 involved.</p> <p>09 Q. Sure, sure. But if you've made any</p> <p>10 reference to a client contact today relative to</p> <p>11 Dynamic's relationships relative to Ms. Key's</p> <p>12 employment, you've always been referring to Ms.</p> <p>13 Williams, correct?</p>

		<p>14 A. That is correct.</p> <p>15 Q. And you would agree with me that Ms.</p> <p>16 Williams was HEA's employee in July and August</p> <p>17 2017?</p> <p>18 MS. PALMER: Object to the form.</p> <p>19 A. Obviously. That's, yeah, what we've</p> <p>20 just been determining.</p>
36	147:11 - 148:09	<p>147:11 Q. And keeping in mind that no such</p> <p>12 agreement has been produced or found to exist in</p> <p>13 this lawsuit, are you specifically aware of any</p> <p>14 agreement directly between Dynamic and HMMA?</p> <p>15 A. I've never seen anything personally.</p> <p>16 Q. Has anyone ever told you that an</p> <p>17 agreement between Dynamic and HMMA specifically</p> <p>18 exists?</p> <p>19 A. Such was assumed by those of us</p> <p>20 underlings who don't rise to the level of getting</p> <p>21 that information.</p> <p>22 Q. Right. Other than sloppily confusing</p> <p>23 HEA and HMMA because of their shared first name,</p> <p>148:01 there's no basis to say that Dynamic ever</p> <p>02 contracted with HMMA, correct?</p> <p>03 MS. PALMER: Object to the form.</p> <p>04 MR. MILLER: Object to the form.</p> <p>05 A. I have no idea.</p> <p>06 Q. Other than Ms. Williams, did anyone</p> <p>07 ever request the removal of Ms. Key from the HMMA</p> <p>08 site?</p> <p>09 A. Not to my knowledge.</p>
37	148:14 - 149:06	<p>148:14 Any time today where you referenced</p> <p>15 HMMA as setting pay for the mailroom at HMMA's</p> <p>16 facility, do you have any evidence that HMMA</p> <p>17 directly set that pay versus HEA?</p> <p>18 A. I do not.</p> <p>19 Q. Every time you referenced HMMA as</p> <p>20 setting hours worked in the HMMA mailroom as</p> <p>21 assigned to Dynamic employees, do you have any</p> <p>22 evidence that HMMA directly set those hours</p> <p>23 worked?</p> <p>149:01 A. I do not.</p> <p>02 Q. When you talked about HMMA having an</p> <p>03 appearance standard, are you aware of HMMA</p>

		<p>04 directly setting any appearance standard versus</p> <p>05 HEA?</p> <p>06 A. Not now.</p>
38	149:14 - 150:04	<p>149:14 Q. And any reference of HMMA is based on</p> <p>15 a misunderstanding about Cassandra Williams'</p> <p>16 employer, correct?</p> <p>17 MR. MILLER: Object.</p> <p>18 A. I agree and would correct the record</p> <p>19 on that.</p> <p>20 Q. Okay. At any point when you said</p> <p>21 that HMMA could set employment decisions for</p> <p>22 Dynamic staffing -- for Dynamic staffing, you</p> <p>23 meant Cassandra Williams and her employer,</p> <p>150:01 correct?</p> <p>02 A. That's correct. Actually, just to</p> <p>03 clarify, I would defer to Cassandra Williams</p> <p>04 period. That was the person I contacted. As far</p>
39	150:08 - 150:20	<p>150:08 Q. Okay. And it was only an assumption</p> <p>09 on your part that she worked for HMMA, correct?</p> <p>10 A. That is correct.</p> <p>11 Q. Nothing she ever represented,</p> <p>12 correct?</p> <p>13 A. She did -- no, she didn't. Looking</p> <p>14 back, she didn't.</p> <p>15 Q. And nothing that anyone at HMMA ever</p> <p>16 said to you?</p> <p>17 A. No.</p> <p>18 Q. Really, you wouldn't know anyone at</p> <p>19 HMMA, right?</p> <p>20 A. You're correct in your statement.</p>
40	158:14 - 158:23	<p>158:14 Q. And you are just today learning that</p> <p>15 there's an entity called Hyundai Engineering</p> <p>16 America or Hyundai HEA; is that right?</p> <p>17 MR. MILLER: Object to the form.</p> <p>18 MS. BROWN: Object to the form.</p> <p>19 A. Everybody else may have realized it.</p> <p>20 I didn't realize it. It's as plain as the nose</p> <p>21 on your face in the paperwork, but I didn't catch</p> <p>22 it, because we just -- we talked in terms of</p> <p>23 Hyundai. That's who we worked for. That's who</p>
41	159:08 - 159:09	<p>159:08 MS. BROWN: Object to the form.</p>

		09	MR. MILLER: Object to the form.
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